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MOORE & VAN ALLEN PLLC
P.O. BOX 13706
Research Triangle Park, NC 27709

EXAMINER

IWARERE, OLUSEYE

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3687

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 10/707,593	Applicant(s) JETTER ET AL.	
	Examiner OLUSEYE IWARERE	Art Unit 3687	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 26 August 2008.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-65 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-65 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on 23 December 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. This communication is in response to the correspondence received on July 15, 2008. Amendments to claim 1 have been entered. Claims 2 and 3 have been cancelled. Claims 1 and 4 – 65, are currently pending and have been considered below.

Claim Rejections - 35 USC § 102

2. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

3. **Claims 1, 4 – 14, 18 – 31, 35 – 47 and 51 – 65 are rejected under 35 U.S.C. 102(e) as being anticipated by Praisner et al. (7,319,986).**

As per claims 1, 10, 14, 21, 37 – 39, 44, 52, 53 59 and 60, Praisner discloses a system, method and computer-readable medium having computer-executable instructions performing a method to manage a supply chain, comprising:

a purchase order management module operable on a processor to electronically receive purchase order information from a buyer and to store and track information associated with each purchase order (fig. 1 depicts receiving purchase order information, storing and tracking);

an invoice and trade document management module to electronically store, aggregate and manage invoices and trade documents related to each purchase order and required for presentment and reconciliation of each purchase order (fig. 1 item 122 depicts reconciliation and fig. 8D depicts invoices);

a payment construction module to create a payable instrument in response to the purchase order information (fig. 1 depicts payment creation);

an agreement management module to warehouse, adjudicate and provide status reporting on payment conditions related to each purchase order (fig. 8B depicts and col. 34, line 66 – col. 35, line 21 discusses warehousing, adjudicating and providing status reporting); and

a collaboration and workflow module to support and manage workflow between the other modules and between the buyer and a seller (fig. 1 item 102 depicts a collaboration and workflow module).

comprising a database associated with the purchase order management module to store and track information associated with each purchase order (fig. 1 block 120 depicts a database associated with the purchase order management module).

As per claims 22, 54, Praisner further discloses, comprising a database associated with the purchase order management module to store and track information associated with each purchase order (fig. 1 block 120 depicts a database associated with the purchase order management module).

As per claims 4 and 23, Praisner discloses wherein the payment construction module is adapted to sort purchase orders by a criteria predefined by the buyer (fig. 8A item 806 depicts order management).

As per claims 5, 24 and 40, Praisner further discloses comprising a set of rules to control creation of each payable instrument (col. 33, line 51 – col. 34, line 20; discusses rules).

As per claims 6, 25, 41, 55 and 62, Praisner discloses wherein the payment construction module is adapted to support settlement under at least one of a binary condition, a qualified condition and a documentary condition (fig. 10A and col. 22, line 49 – col. 23, line 8; discuss settlement).

As per claims 7, 26, 42, and 56 and 61, Praisner discloses wherein the payable instrument comprises at least one of a documentary credit instrument and an open account instrument (col. 12, lines 13 – 24 discuss credit instruments).

As per claims 8 and 27, Praisner discloses wherein the payment construction module is adapted to transmit information to the purchase order management module to indicate which purchase orders are covered under a documentary credit instrument (fig. 1 depicts and col. 37, lines 30 – 57 discusses transmission).

As per claims 9, 28 and 43, Praisner discloses wherein the payment construction module is adapted to send documentary credit information to a service provider to issue a documentary credit (col. 37, lines 30 – 57 discusses sending documentary credit information).

As per claims 11, 29 and 45 and 63, Praisner discloses wherein the agreement management module is adapted to adjudicate payment conditions by tracking whether any payment conditions have been discharged (col. 4, line 49 – col. 5, line 5; tracking discusses payment conditions).

As per claims 12, 30, 46, 57 and 64, Praisner discloses wherein the agreement management module is adapted to compare seller discharge information to payment conditions to determine if the payment conditions have been discharged (col. 4, line 49 – col. 5, line 5; comparing information).

As per claims 13, 31, 47, 58 and 65, Praisner discloses wherein the agreement management module is programmable to discharge payment conditions on at least one of an exact match comparison or predefined variances from an exact match (col. 8, line 51 – col. 9, line 15; discusses comparison).

As per claims 18 and 35, Praisner discloses wherein the invoice and trade document management module is adapted to receive invoice information from a seller (fig. 8D item 876 depicts receiving invoice information).

As per claim 19, Praisner discloses, wherein the invoice information is receivable via one of a printed format, facsimile and a communication network (fig. 1 depicts a communication network).

As per claims 20, 36 and 51, further comprising an image capture and key entry module to convert non-electronic information into predetermined electronic format for receipt and use by the invoice and trade document management module (fol. 5, lines 6 – 35 discusses conversion).

As per claims 38, 53 and 60, Praisner discloses wherein adjudicating any payment conditions comprises at least one of discharging any payment conditions, accepting any payment condition discrepancies or accepting any payment condition discrepancies with changes (fig. 2 depicts payment conditions).

Claim Rejections - 35 USC § 103

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the

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invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

5. Claims 15 – 17, 32 – 34 and 48 – 50 are rejected under 35 U.S.C. 103(a) as being unpatentable over Praisner (7,319,986), in view of Land et al. (7,194,431).

As per claims 15, 32 and 48, Praisner discloses the claimed invention but fails to explicitly further disclose comprising a negotiation tool to enable the buyer and seller to negotiate and document discrepancies or disputes.

Land teaches a method and apparatus for managing remittance processing within account receivables wherein the negotiation tool comprising a negotiation tool to enable the buyer and seller to negotiate and document discrepancies or disputes (col. 1, lines 6 – 12; discusses dispute management).

From this teaching of Land it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the dynamic payment cards and related management systems and associated methods of Praisner to include the negotiation tool taught by Land, in order to resolve problems associated with the process.

As per claims 16, 33 and 49, Praisner discloses the claimed invention but fails to explicitly disclose wherein the negotiation tool comprises a browser to negotiate disputes or discrepancies interactively and on-line.

Land teaches a method and apparatus for managing remittance processing within account receivables comprising a browser to negotiate disputes or discrepancies interactively and on-line (fig. 3 depicts a browser).

From this teaching of Land it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the dynamic payment cards and related management systems and associated methods of Praisner to include the browser taught by Land, in order to resolve problems associated with the process.

As per claims 17, 34 and 50, Praisner discloses the claimed invention but fails to explicitly disclose wherein the collaboration and workflow module comprises a digital rights management feature to manage rights to and ownership of electronic title documents.

Land teaches a method and apparatus for managing remittance processing within account receivables wherein the collaboration and workflow module comprises a digital rights management feature to manage rights to and ownership of electronic title documents (col. 12, lines 50 – 57; discusses ownership).

From this teaching of Land it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the dynamic payment cards and

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related management systems and associated methods of Praisner to include the ownership management feature taught by Land, in order to provide verification.

Response to Arguments

6. Applicant's arguments filed July 15, 5008 have been fully considered but they are not persuasive.

As per claim 1, Applicant argues "Indeed, there is no disclosure of any module that stores, aggregates and manages invoices and trade document information that is related to each purchase order which is required for presentment and reconciliation of each purchase order"

However, in fig. 1, the purchase management system discloses managing invoices for each purchase order, which is sufficient to meet the claims as currently presented. Therefore, the Examiner respectfully disagrees.

Applicant argues, "Figure 1 of Praisner does not disclose any module that creates a payable instrument. Thus, Applicants submit that there is not teaching disclosure or suggesting on of a payment construction module to create a payable instrument in response to the purchase order information."

However, fig. 1, 130 depicts dynamic payment card processing subsystem, which a payable instrument is created through the card transaction. Therefore, the Examiner respectfully disagrees.

As per claim 4, Applicant argues, "There is no disclosure at all in Praisner of a payment construction module that sorts purchase orders by a predefined criteria."

However, fig. 6A depicts sorting orders by whether they were accepted or declined, which is a predefined criteria, therefore the Examiner respectfully disagrees.

As per claim 5, Applicant argues that there is no disclosure in Praisner of a payable instrument."

Therefore, fig. 5A depicts a payable instrument through credit and a card processing system. Therefore, the Examiner respectfully disagrees.

As per claim 6, Applicant argues "There is absolutely no disclosure in Praisner of settlement, as taught by the claimed invention"

However, in fig. 6A, it depicts a binary condition where the settlement is either accepted or declined. Therefore, the Examiner respectfully disagrees.

As per claim 7, Applicant argues, "Praisner does not disclose documentary credit instruments or open account payment instruments. Thus, there is no disclosure in Praisner of a payable instrument that comprises at least one of a documentary credit instrument and an open account payment instrument"

However, a documentary credit instrument is mentioned in figure 6A as a credit card transaction. Therefore the Examiner respectfully disagrees.

As per claim 10, Applicant argues, "There is no mention of payment conditions only approval of purchase requests. Further Applicants respectfully submit that there is not disclosure, or suggestion of an agreement management module to "warehouse, adjudicate, and provide status reporting on payment conditions related to each purchase order"

However, in Fig. 8B, depicts approval of transactions which discloses status of the transaction and payment conditions. Therefore, the Examiner respectfully disagrees.

As per claim 11, Applicant argues, "there is no discussion in Praisner of tracking anything and there is no discussion of payment conditions being discharged where payment conditions are required to be met before payment is required.

However, Fig, 9B depicts a verification and approval of the transaction, which encompasses meeting payment requirements if it is verified. Therefore the Examiner respectfully disagrees.

As per claim 14, Applicant argues, "There is no discussion in Praisner of the specific claimed feature of a collaboration and workflow module to support and manage workflow between the other modules and between the buyer and seller.

However, fig' 1 depicts a network, which serves the functionality to manage workflow between modules and the buy and seller. Therefore, the Examiner respectfully disagrees.

Conclusion

7. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to OLUSEYE IWARERE whose telephone number is (571)270-5112. The examiner can normally be reached on M-Th.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Matthew S. Gart can be reached on (571)272-6790. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Matthew S Gart/
Supervisory Patent Examiner, Art
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